

# United States Bankruptcy Court

For the NORTHERN

District of IOWA

FILED  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

MARY ELLEN FETT,

v.

HENRY LANE,

Plaintiff

Defendant

Case No. 86-008655

BARBARA A. EVERLY, CLERK

Adversary Proceeding No. x86-03285

## JUDGMENT

☐ This proceeding having come on for trial or hearing before the court, the Honorable William L. Edmonds, United States Bankruptcy Judge, presiding, and the issues having been duly tried or heard and a decision having been rendered,

[OR]

☒ The issues of this proceeding having been duly considered by the Honorable William L. Edmonds, United States Bankruptcy Judge, and a decision having been reached without trial or hearing, based upon the Agreement of the parties

IT IS ORDERED AND ADJUDGED:

that the automatic stay under Title U.S.C. section 362 is lifted as to the debt from Defendant to Plaintiff;

that the Defendant shall execute such Confessions of Judgment and perform any other matters which are conditions to the aforesaid Agreement between Plaintiff and Defendant;

that judgment is entered herein in favor of the law firm of Margolin, Gildemeister, Willia, Mogan & Keane of Sioux City, Iowa and against Defendant for the sum of \$600.00 plus interest at the rate of 10% per annum from September 2, 1987 as attorney fees awarded pursuant to the Court Order of August 24, 1987;

that the debts from Defendant to Plaintiff and to the above-said law firm will not be discharged in the above-captioned bankruptcy proceeding and are hereby declared non-dischargeable such that they may not be discharged in any later bankruptcy proceeding;

that the automatic stay of Title 11 U.S.C. section 362 is lifted and has no further effect as to any efforts to be made by Plaintiff or by the above-said law firm to execute upon the above-said judgments on any property of Defendant which is not the property of the trustee in bankruptcy and which is not otherwise exempt;

BARBARA A. EVERLY

that Court costs are taxed against Defendant.

Clerk of Bankruptcy Court

Recorded: VOL. II  
Page 59

Date of issuance: 1-28-88

By: Lavis McElroy

Deputy Clerk



*copies mailed with order on 1/28/88 Lm*  
[Seal of the U.S. Bankruptcy Court]

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
WESTERN DIVISION

FILED  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

JAN 28 1988

IN RE: : CASE NO. 86-00865S  
HENRY LANE, :  
Debtor. :  
\_\_\_\_\_: :  
MARY ELLEN FETT, :  
Plaintiff, :  
-vs- :  
HENRY LANE, :  
Defendant. :

BARBARA A. EVERLY, CLERK  
ADVERSARY NO. 86-0328S

✓ ORDER APPROVING AGREEMENT  
BETWEEN PLAINTIFF (MARY ELLEN FETT)  
AND DEFENDANT (HENRY LANE)

NOW, TO-WIT, on this 28<sup>th</sup> day of January, 1988, the  
Court, having been duly advised in the premises, FINDS:

1. No objections have been filed to the Agreement Between Plaintiff and Defendant which was filed herein as part of an Application for Court Approval of Agreement Between Plaintiff and Defendant filed on November 12, 1987.

2. The bar date for objections to said Application and Agreement has passed.

3. The Agreement Between Plaintiff and Defendant, a copy of which is attached hereto, marked Exhibit A and by this reference made a part hereof, is approved in its entirety and the same is fully incorporated by reference into the within Order, except that any language pertaining to dismissal of the Petition for Bankruptcy shall be deemed to mean that the debt from Defendant to Plaintiff is excepted from discharge. Further, any language pertaining to dismissal of the Complaint of the within adversary proceeding is of no effect since a judgment is otherwise entered in favor of Plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the automatic stay under Title 11 U.S.C. §362 is lifted as to the debt from Defendant to Plaintiff.

IT IS FURTHER ORDERED that the Defendant shall execute such Confessions of Judgment and perform any other matters which are conditions to the afore-said Agreement Between Plaintiff and Defendant.

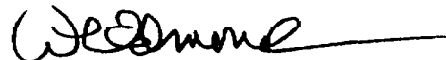
IT IS FURTHER ORDERED that judgment is entered herein in favor of the law firm of Margolin, Gildemeister, Willia, Mugan & Keane of Sioux City, Iowa and against Defendant for the sum of \$600.00 plus interest at the rate of 10% per annum from September 2, 1987 as attorney fees awarded pursuant to the Court Order of August 24, 1987.

IT IS FURTHER ORDERED that the debts from Defendant to Plaintiff and to the above-said law firm will not be discharged in the above-captioned bankruptcy proceeding and are hereby declared non-dischargeable such that they may not be discharged in any later bankruptcy proceeding.


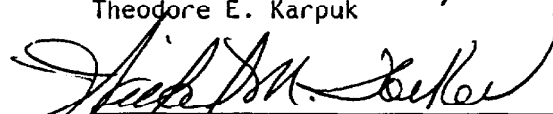
IT IS FURTHER ORDERED that the automatic stay of Title 11 U.S.C. §362 is lifted and has no further effect as to any efforts to be made by Plaintiff or by the above-said law firm to execute upon the above-said judgments on any property of Defendant which is not the property of the trustee in bankruptcy and which is not otherwise exempt.

IT IS FURTHER ORDERED that Court costs are taxed against Defendant.

Approved:



Bankruptcy Judge, Northern District of Iowa.

  
Theodore E. Karpuk  
Wilford M. Forker

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
WESTERN DIVISION

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IN RE:	:	CASE NO. 86-00865S
HENRY LANE,	:	ADVERSARY NO. 86-0328S
Debtor.	:	

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MARY ELLEN FETT,	:	AGREEMENT BETWEEN PLAINTIFF
Plaintiff,	:	AND DEFENDANT
-vs-	:	
HENRY LANE,	:	
Defendant.	:	

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COMES NOW Creditor/Plaintiff Mary Ellen Fett (hereinafter Fett) and Debtor/Defendant Henry Lane (hereinafter Lane) and for the within Agreement, state:

1. Lane filed a Petition for Bankruptcy in the above-captioned case on April 16, 1986. Fett was listed as a creditor therein.

2. Fett filed a Complaint on August 14, 1986 requesting that Lane's requested Discharge be denied.

3. For good and valuable consideration Lane hereby agrees to dismiss his Petition for Bankruptcy as to the debt owing by him to Fett, which dismissal is with prejudice. The Petition for Bankruptcy shall remain in full force and effect for all other debts listed therein.

4. Lane agrees that the automatic stay under Title 11 U.S.C. §362 is lifted as to Plaintiff's debt.

5. Lane further agrees, upon Court approval of this Agreement, to execute a Confession of Judgment in Woodbury County District Court Case No. 93914C (Mary Ellen Fett, Plaintiff, v. Henry Lane, Defendant) and to execute a like Confession of Judgment in Douglas County, Nebraska, both in the amount of

**EXHIBIT**     A

\$37,704.86 plus interest thereon at the rate of 10% from December 15, 1987 and, in addition, in the monthly amount of \$1,225.09 commencing on January 15, 1988 and continuing on the 15th of each succeeding month throughout 1988, with interest on any delinquent payments thereon at the rate of 10%, plus court costs. A copy of the Agreement for Sale upon which the debt from Lane to Fett is based is attached hereto, marked Exhibit A and by this reference made a part hereof.

6. Lane further confesses judgment herein and otherwise agrees to pay the sum of \$600.00 plus interest at the rate of 10% per annum from September 2, 1987 as attorney fees with respect to efforts by counsel for Fett to obtain discovery in the within proceeding pursuant to the Court Order of August 24, 1987 and the Affidavit Re: Attorney Fees filed herein on September 2, 1987 and Court costs. Lane further agrees, upon Court approval of this Agreement, to execute a Confession of Judgment in Douglas County, Nebraska in favor of Margolin, Gildemeister, Willia, Mugan & Keane for the said amount (\$600.00), plus interest at the rate of 10% per annum from September 2, 1987 and Court costs.

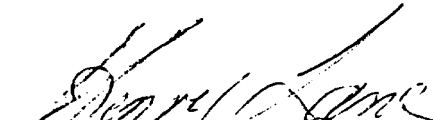
7. Lane recognizes and agrees that these debts to Fett and to Margolin, Gildemeister, Willia, Mugan & Keane, which are to be reduced to Judgments as above described, will not be discharged in the above-captioned bankruptcy proceeding nor in any later bankruptcy proceeding that may be filed in the future.


8. Lane further agrees that the automatic stay of Title 11 U.S.C. §362 is lifted and has no further effect as to any efforts to be made by Fett or Margolin, Gildemeister, Willia, Mugan & Keane to execute upon the above-said Judgments on any property of Lane which is not the property of the trustee in bankruptcy and which is not otherwise exempt.

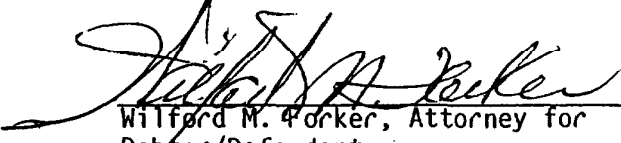
9. Fett, in consideration of the above, dismisses the above-described Complaint with prejudice.

10. This within Agreement is subject to approval by the Bankruptcy Court.

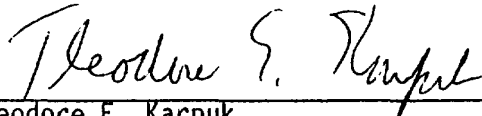
WHEREFORE, Lane and Fett request that the Bankruptcy Court approve the within Agreement in its entirety upon notice to all interested parties herein.

  
Henry Lane, Debtor/Defendant

  
Mary Ellen Fett, Creditor/Plaintiff

  
Wilford M. Forker, Attorney for  
Debtor/Defendant

  
John R. Mugan

  
Theodore E. Karpuk  
Attorneys for Creditor/Plaintiff